

# EXHIBIT N

## Consulting Agreement

This Consulting Agreement ("Agreement") is made as of this 1st day of January, 2005, by and between ~~Samuel D. Glick~~ MD (the "Consultant") and Metropolitan Life Insurance Company, a life insurance company organized and existing under the laws of the State of New York with its principal office at 200 Park Avenue, New York, NY 10066 ("MetLife").

WHEREAS, MetLife wishes to obtain from the Consultant, and the Consultant wishes to provide to MetLife certain consulting services with respect to claims under disability plans or programs funded and/or administered by MetLife as more fully described herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

### ARTICLE I

#### Services To Be Performed

Section 1.1 The Consultant agrees to provide certain services ("Consulting Services") to MetLife as an independent medical consultant. Such Consulting Services include, but are not limited to:

- a. reviewing medical records for the purposes of determining a claimant's restrictions and limitations;
- b. providing analysis of medical information to disability case managers and other company personnel;
- c. contacting a claimant's treating physician(s) to discuss the claimant's medical condition, restrictions and limitations;
- d. participating in training sessions for the claims personnel, medical consultants and other company personnel;
- e. participating in the review and scheduling of independent medical examination(s); and
- f. cooperating with MetLife in the course of any hearings or other proceedings with respect to any claim for which Consultant has provided Consulting Services.

Section 1.2 The Consultant agrees that any report generated will not include a determination by the Consultant as to whether or not a claimant is disabled under the applicable definitions in the disability plan or program.

Section 1.3 In seeking an opinion from the Consultant, it is not MetLife's request or intent that the Consultant "practice medicine", suggest treatment to a claimant's physician or directly influence patient care in performing the Consulting Services for MetLife. MetLife and the Consultant acknowledge that no physician-patient relationship is created with any claimant as a result of the provision of the Services to MetLife. The Consultant will not present or offer any information or advice to a claimant's health care provider, or a claimant, with the intention that it will impact or affect a claimant's treatment.

Section 1.4 The Consultant shall be available to render the Consulting Services to MetLife in accordance with this Agreement on a per case basis at an hourly rate as set forth in Paragraph IV. MetLife will determine in its sole discretion how many cases to refer to the Consultant, if any, and Consultant shall have no right to any minimum number of hours of providing Consulting Services based on prior history, or for any other reason.

## ARTICLE XI

### Prohibition of Conflict of Interest

Section 11.1 During the term of this Agreement, the Consultant shall not perform any services or accept employment of any character hostile or adverse to the interests of MetLife, or otherwise engage in activities adverse to the interests of MetLife.